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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

STEPHEN CHAPMAN,

) Case No.: 2:24-cv-10546-MWF (BFMx)
)
) Hon. Michael Fitzgerald
)
)
PLAINTIFF'S NOTICE OF MOTION AND
MOTION FOR LEAVE TO FILE AN
AMENDED COMPLAINT TO JOIN
RAYMOND PRUITT, EDUCATORS
INSURANCE SALES, LLC, HORACE
MANN SERVICE CORPORATION, AND
HORACE MANN INSURANCE COMPANY
UNDER FRCP 15, 19, 21, AND 28 U.S.C. §
)
1447(e)
)
)
)
)
)
)
Hearing: Aug 5, 2025 10 AM

HORACE MANN PROPERTY & CASUALTY INSURANCE COMPANY, et al.,

Defendant(s)

TO THE HONORABLE COURT AND ALL PARTIES:

PLEASE TAKE NOTICE that on August 5, 2025, 10 AM or as soon thereafter as the matter may be heard, in Courtroom 5A of the above-entitled Court, located at 350 W. First Street, Los Angeles, California 90012, before the Honorable Michael W. Fitzgerald, Plaintiff **Stephen Chapman**, appearing **in propria persona**, will and hereby does move the Court for leave to file an amended complaint pursuant to **Federal Rules of Civil Procedure 15(a)(2), 19, 21, and 28 U.S.C. § 1447(e)**.

1 This Motion seeks:

- 2 1. **To reaffirm the Second Amended Complaint (SAC)** as the operative pleading, which was
3 electronically filed and accepted by the Los Angeles County Superior Court on December
4 10, 2024, prior to the purported removal. Pursuant to California Rule of Court 2.259(c), an
5 electronically submitted document is deemed filed upon confirmation of its acceptance.
6
7 Plaintiff received such confirmation on December 10, 2024. The SAC was thus legally
8 operative at the time of the scheduled hearing on Plaintiff's Motion to Strike the Notice of
9 Removal and request leave to amend and join indispensable parties. The SAC's validity is
10 not dependent on subsequent federal proceedings, but stems from state court rules governing
11 e-filing and case status at the moment of removal.
- 12 2. **To join Raymond Pruitt**, a California resident, the licensed agent of record, and
13 indispensable party as indicated in the Plaintiff's fourth cause of action in the initial and first
14 amended complaint; moreover, identified as a named Defendant on the State Court Docket,
15 joined through dispositive motions filed at the state court, before removal had effectuated,
16 pursuant to CCP Rules 337, 338, and 339.
- 17 3. **To join Educators Insurance Sales, LLC**, owned and operated by Raymond Pruitt,
18 endorsed by Horace Mann and dissolved by the CA Franchise Tax Board as confirmed by
19 the Secretary of State's Office; nevertheless, the promoted and acting agency under which
20 Plaintiff's policies were transacted, issued and managed.
- 21 4. **To join Horace Mann Insurance Company**, jointly named on policy declarations and
22 correspondences.
- 23 5. **To join Horace Mann Service Corporation**, the CDI-licensed agency that endorsed
24 Raymond Pruitt and transacted the subject policy, and "HMSC INSURANCE AGENCY"

1 MUST BE USED FOR ALL INSURANCE BUSINESS CONDUCTED IN CALIFORNIA”
2 – per CDI directive.

- 3 6. **To join Horace Mann Educators Corporation**, the parent entity that publicly markets,
4 controls, and underwrites the policies through affiliated agents (including Raymond Pruitt
5 and Educators Insurance Sales, LLC) and subsidiaries, and whose website and public
6 communications induced Plaintiff’s reliance.
7
8 7. **To correct jurisdictional defects, promote complete relief, and prevent parallel or
9 inconsistent litigation.**

10
11 This Motion is made following compliance with Local Rule 7-3, including Plaintiff’s renewed
12 meet-and-confer communication on June 24, 2025, and the prior proposal made during the parties’
13 Rule 26(f) conference on January 15, 2025. The Motion is based on this Notice, the accompanying
14 Memorandum of Points and Authorities, supporting declarations and exhibits, judicially noticeable
15 facts, the pleadings and records in this case, and any evidence or argument presented at hearing.
16
17

18 MEMORANDUM OF POINTS AND AUTHORITIES

19 I. INTRODUCTION

20 This Motion addresses a fundamental defect in the parties before the Court. Plaintiff’s policies were
21 brokered, bound, and issued through individuals and entities who have not been named in the
22 federal docket due to Defendants’ strategic omissions. These parties are:

- 23 • Raymond Pruitt;
24 • Educators Insurance Sales, LLC;
25 • Horace Mann Insurance Company;
26 • Horace Mann Service Corporation;
27 • Horace Mann Educators Corporation.

28 Each is a necessary party under Rules 19 and 21 and must be joined to ensure complete relief and
29 protect against inconsistent obligations. Joinder also mandates remand under 28 U.S.C. § 1447(e)
because Pruitt is a non-diverse party.

1
2 **II. TABLE OF PROPOSED PARTIES FOR JOINDER**

3 Party	4 Role	5 Authority	6 Reason for Joinder
7 Raymond Pruitt	8 Agent of Record	9 CCP §§ 337–339; FRCP 19	Bound and issued Plaintiff's policy; fourth COA named him individually
10 Educators Insurance Sales, LLC	11 Suspended Entity	12 CA Sec. of State; FTB; Rule 19	13 Platform and conduit for policy transactions under Horace Mann brand
14 Horace Mann Insurance Co.	15 Underwriter	16 Policy Declarations	17 Issued and maintained policy
18 Horace Mann Service Corp.	19 Licensed CA Agency	20 CDI Records	21 Endorsed Pruitt; mandated agency name per CDI
22 Horace Mann Educators Corp.	23 Parent Corporation	24 Public website & advertising	25 Induced reliance; oversaw branding, training, marketing

10 **III. FAILURE TO JOIN THESE PARTIES WILL CAUSE IRREPARABLE PREJUDICE**

11 The absence of these parties renders the current action incapable of providing full relief.

12 Specifically:

- 14 • Plaintiff cannot pursue full contractual, statutory, and tort damages against all actors 15 responsible for wrongful cancellation and denial of coverage;
- 16 • Core allegations—fraud, concealment, unauthorized consolidation, backdating of 17 coverage—are directly attributable to non-joined parties (particularly Pruitt and his LLC);
- 18 • Plaintiff's evidentiary rights and discovery remedies would be severely limited without party 19 access to those controlling policy issuance, modification, and system errors;
- 20 • Failure to include dissolved and unlicensed entities (e.g., Educators Insurance Sales, LLC) 21 will create judgment-proof gaps and obstruct enforceability;
- 22 • Parallel state court litigation or separate actions would be inevitable, risking duplicative 23 rulings and judicial inefficiency;
- 24 • Asserting agency and *respondeat superior* theories without joining the agent and agency 25 risks inconsistent verdicts on shared liability.

1 **Without joinder**, Plaintiff faces procedural and substantive harm that cannot be remedied by
2 monetary sanctions alone. The Court's equitable power to allow joinder must be exercised to
3 preserve Plaintiff's access to a complete and just adjudication.
4

5 **IV. ARGUMENT**
6

7 **A. Pruitt is an Indispensable Forum Defendant**
8

9 Pruitt was named in the Fourth Cause of Action in the SAC, served through publication, and
10 endorsed on CDI records under Horace Mann Service Corporation. He brokered, bound, and
11 unlawfully modified Plaintiff's policy. His role is direct and central, and joinder destroys diversity
12 under § 1441(b)(2).
13

14 **B. Educators Insurance Sales, LLC Transacted Policies While Defunct**
15

16 This dissolved LLC was used post-2014 to transact policies without valid authority in violation of
17 Cal. Corp. Code § 2205. CDI licensing records confirm it was inactive while being used by Pruitt.
18 Plaintiff's policy was issued under its name, rendering it an indispensable party and subject to
19 joinder under Rule 19(a).
20

21 **C. Horace Mann Insurance Company is a Real Party in Interest**
22

23 Plaintiff's auto and renters declarations name Horace Mann Insurance Company as the underwriting
24 entity. Their failure to appear has prevented discovery, enforcement of policy rights, and resolution
25 of benefit claims. Joinder is required to avoid piecemeal litigation.
26

1 **D. Horace Mann Service Corporation is the Statutorily Required Agency**

2 CDI License No. 0D04004, issued to Horace Mann Service Corporation, lists it as the only entity
3 authorized to transact Horace Mann insurance in California. Pruitt is endorsed under this entity. Its
4 concealment undermines regulatory compliance and constitutes a fraud on the court. Joinder is not
5 optional.

6 **E. Plaintiff Complied Fully With Rule 7-3 and Prior Efforts to Amend**

7 Plaintiff raised this amendment during the **January 15, 2025 Rule 26(f) conference**, proposing to
8 stipulate. Defense counsel stated he would review the request and respond, but never did. Plaintiff
9 followed up again on **June 24, 2025**, and was told the request would be opposed, without legal
10 justification. Plaintiff has thus satisfied and exceeded Local Rule 7-3 requirements, demonstrating
11 good faith and diligence.

12 **F. Failure to Join Will Result in Irreparable Harm and Prejudice**

13 Plaintiff will suffer irreparable prejudice if amendment is denied:

- 14
- 15 • He will be denied the opportunity to assert valid claims against directly responsible parties,
16 including those who issued and canceled his insurance;
 - 17 • He will face duplicative litigation and conflicting obligations if forced to separately pursue
18 the agent, the defunct LLC, and the underwriting and licensing entities;
 - 19 • Key testimony, coverage documents, internal correspondence, and bad faith findings will
20 remain outside the scope of the current pleading structure;
 - 21 • Any judgment rendered without all real parties in interest may lack preclusive effect or
22 suffer legal vulnerability;

- 1 • Plaintiff's constitutional right to petition and redress grievances would be impaired where
2 strategic omission by Defendants has concealed the true parties in interest.
- 3

4 **G. Horace Mann Educators Corporation Directed and Ratified Agency Activity**

5 Horace Mann Educators Corporation (HMEC) is the national parent entity publicly identified in
6 Plaintiff's declarations and advertising content as the governing and controlling authority for all
7 affiliated underwriting companies, including Horace Mann Insurance Company and Horace Mann
8 Property & Casualty Insurance Company. Its website, policy disclaimers, and advertising
9 representations identify Pruitt and Educators Insurance Sales, LLC as authorized "representatives of
10 Horace Mann" and describe products underwritten by "Horace Mann Insurance Company and its
11 affiliates." See e.g., content.pdf, attached.

12
13 The footer of public marketing materials clearly states: "© 2025 Horace Mann Educators
14 Corporation," and it is this entity that publishes regulatory disclaimers, agent endorsements, and
15 policy representations relied upon by Plaintiff.

16
17 By marketing policies through non-licensed, suspended, or dissolved LLCs while ratifying their acts
18 and deriving financial benefit, HMEC is jointly and severally liable for the harms caused. Joinder is
19 required under FRCP 19 to avoid incomplete adjudication, protect against duplicative litigation, and
20 allow direct discovery of corporate agency protocols.

21
22 Failure to join HMEC would deprive Plaintiff of an opportunity to examine the corporate
23 infrastructure, decision-making, and representations made through its network of agents, thereby
24 unfairly prejudicing Plaintiff and undermining the full scope of relief available under law.

1 **V. CONCLUSION**

2
3 For the foregoing reasons, Plaintiff respectfully requests that this Court:

- 4
5 1. GRANT leave to file the amended complaint;
- 6 2. RECOGNIZE the Second Amended Complaint filed December 10, 2024, as operative;
- 7 3. JOIN:
8 Raymond Pruitt
9 Educators Insurance Sales, LLC
10 Horace Mann Insurance Company
11 Horace Mann Service Corporation
12 Horace Mann Educators Corporation, and
13 Does
14
15 4. REMAND under 28 U.S.C. § 1447(e) upon joinder; and
16 5. Grant all other relief the Court deems proper.

17
18 Dated: June 30, 2025
Respectfully submitted,

19 **/s/ Stephen Chapman**

20 Stephen Chapman
Plaintiff, In Propria Persona